

OR INDIRECTLY, IN JAPAN OR TO A RESIDENT OF JAPAN EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, AND OTHERWISE IN COMPLIANCE WITH, THE SECURITIES AND EXCHANGE LAW AND ANY OTHER APPLICABLE LAW, REGULATIONS AND MINISTERIAL GUIDELINES OF JAPAN.

NOTICE TO RESIDENTS OF KOREA

NEITHER THE INITIAL PURCHASER NOR THE PLACEMENT AGENT IS MAKING ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS OFFERING CIRCULAR TO ACQUIRE THE SECURITIES DESCRIBED HEREIN UNDER THE LAWS OF KOREA, INCLUDING BUT WITHOUT LIMITATION THE FOREIGN EXCHANGE TRANSACTION ACT AND REGULATIONS THEREUNDER. PROSPECTIVE INVESTORS WHO ARE KOREAN RESIDENTS SHOULD BE ADVISED OF THE INVESTMENT PROCEDURES UNDER THE LAWS OF KOREA, INCLUDING BUT WITHOUT LIMITATION, FILING REQUIREMENTS UNDER THE FOREIGN EXCHANGE TRANSACTION ACT AND REGULATIONS THEREUNDER.

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES AND EXCHANGE ACT OF KOREA OR THE INDIRECT INVESTMENT ASSET MANAGEMENT BUSINESS ACT OF KOREA, AND NONE OF THE SECURITIES MAY BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, IN KOREA OR TO ANY RESIDENT OF KOREA, OR TO ANY PERSON FOR RE-OFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN KOREA OR TO ANY RESIDENT OF KOREA, EXCEPT AS PERMITTED BY APPLICABLE LAWS AND REGULATIONS OF KOREA.

NOTICE TO RESIDENTS OF PHILIPPINES

IN ACCORDANCE WITH THE REQUIREMENTS OF THE SECURITIES REGULATION CODE ("SRC") AND THE SECURITIES AND EXCHANGE COMMISSION ("SEC"), WE HEREBY DISCLOSE THAT:

THE NOTES BEING OFFERED OR SOLD HAVE NOT BEEN REGISTERED WITH THE SEC UNDER THE SRC. ANY FUTURE OFFER OR SALE OF THE NOTES IS SUBJECT TO REGISTRATION REQUIREMENTS UNDER THE SRC UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

THE NOTES ARE BEING OFFERED TO INVESTORS IN THE PHILIPPINES ON THE UNDERSTANDING THAT EACH SUCH OFFEREE IS A "QUALIFIED BUYER" AS DEFINED IN THE SRC/THIS IS A PRIVATE PLACEMENT TO FEWER THAN TWENTY (20) INVESTORS IN THE PHILIPPINES WITHIN A TWELVE-MONTH PERIOD. CONSEQUENTLY, THE OFFER OF THE NOTES IS EXEMPT FROM REGISTRATION WITH THE SEC UNDER SECTIONS 10.1(1)/10.1(K) OF THE SRC. A CONFIRMATION OF EXCEPTION FROM THE SEC THAT THE OFFER AND SALE OF THE NOTES IN THE PHILIPPINES SO QUALIFIES AS AN EXEMPT TRANSACTION HAS NOT BEEN OBTAINED.

NOTICE TO RESIDENTS OF SINGAPORE

THE OFFER OR INVITATION WHICH IS THE SUBJECT OF THIS OFFERING CIRCULAR IS NOT ALLOWED TO BE MADE TO THE RETAIL PUBLIC. THIS OFFERING CIRCULAR IS NOT A PROSPECTUS AS DEFINED IN THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE ("SFA"). ACCORDINGLY, STATUTORY LIABILITY UNDER THAT ACT IN RELATION TO THE CONTENT OF PROSPECTUSES WOULD NOT APPLY. YOU SHOULD CONSIDER CAREFULLY WHETHER THE INVESTMENT IS SUITABLE FOR YOU.

EACH DEALER HAS ACKNOWLEDGED THAT THIS OFFERING CIRCULAR HAS NOT BEEN REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE. ACCORDINGLY, EACH DEALER HAS REPRESENTED, WARRANTED AND AGREED THAT IT HAS NOT OFFERED OR SOLD ANY NOTES OR CAUSED SUCH NOTES TO BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE AND WILL NOT OFFER OR SELL SUCH NOTES OR CAUSE SUCH NOTES TO BE MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE, AND HAS NOT CIRCULATED OR DISTRIBUTED, NOR WILL IT CIRCULATE OR

DISTRIBUTE, THIS OFFERING CIRCULAR OR ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR SUBSCRIPTION OR PURCHASE, OF SUCH NOTES, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN (I) TO AN INSTITUTIONAL INVESTOR UNDER SECTION 304 OF THE SFA, (II) TO A RELEVANT PERSON PURSUANT TO SECTION 305(1), OR ANY PERSON PURSUANT TO SECTION 305(2), AND IN ACCORDANCE WITH THE CONDITIONS SPECIFIED IN SECTION 305 OF THE SFA OR (III) OTHERWISE PURSUANT TO, AND IN ACCORDANCE WITH THE CONDITIONS OF, ANY OTHER APPLICABLE PROVISION OF THE SFA.

WHERE NOTES ARE SUBSCRIBED OR PURCHASED UNDER SECTION 305 BY A RELEVANT PERSON WHICH IS:

- (A) A CORPORATION (WHICH IS NOT AN ACCREDITED INVESTOR (AS DEFINED IN SECTION 4A OF THE SFA)) THE SOLE BUSINESS OF WHICH IS TO HOLD INVESTMENTS AND THE ENTIRE SHARE CAPITAL OF WHICH IS OWNED BY ONE OR MORE INDIVIDUALS, EACH OF WHOM IS AN ACCREDITED INVESTOR; OR
- (B) A TRUST (WHERE THE TRUSTEE IS NOT AN ACCREDITED INVESTOR) WHOSE SOLE PURPOSE IS TO HOLD INVESTMENTS AND EACH BENEFICIARY OF THE TRUST IS AN INDIVIDUAL WHO IS AN ACCREDITED INVESTOR, SHARES, DEBENTURES AND UNITS OF SHARES AND DEBENTURES OF THAT CORPORATION OR THE BENEFICIARIES' RIGHTS AND INTEREST (HOWSOEVER DESCRIBED) IN THAT TRUST SHALL NOT BE TRANSFERRED WITHIN 6 MONTHS AFTER THAT CORPORATION OR THAT TRUST HAS ACQUIRED THE NOTES PURSUANT TO AN OFFER MADE UNDER SECTION 305 EXCEPT:
 - 1. TO AN INSTITUTIONAL INVESTOR (FOR CORPORATIONS, UNDER SECTION 274 OF THE SFA) OR TO A RELEVANT PERSON DEFINED IN SECTION 305(5) OF THE SFA, OR TO ANY PERSON PURSUANT TO AN OFFER THAT IS MADE ON TERMS THAT SUCH SHARES, DEBENTURES AND UNITS OF SHARES AND DEBENTURES OF THAT CORPORATION OR SUCH RIGHTS AND INTEREST IN THAT TRUST ARE ACQUIRED AT A CONSIDERATION OF NOT LESS THAN S\$200,000 (OR ITS EQUIVALENT IN A FOREIGN CURRENCY) FOR EACH TRANSACTION, WHETHER SUCH AMOUNT IS TO BE PAID FOR IN CASH OR BY EXCHANGE OF SECURITIES OR OTHER ASSETS, AND FURTHER FOR CORPORATIONS, IN ACCORDANCE WITH THE CONDITIONS SPECIFIED IN SECTION 275 OF THE SFA;
 - 2. WHERE NO CONSIDERATION IS OR WILL BE GIVEN FOR THE TRANSFER; OR
 - 3. WHERE THE TRANSFER IS BY OPERATION OF LAW.

NOTICE TO RESIDENTS OF SPAIN

THIS OFFERING CIRCULAR HAS NOT BEEN AND WILL NOT BE REGISTERED WITH THE COMISION NACIONAL DEL MERCADO DE VALORES OF SPAIN AND MAY NOT BE DISTRIBUTED IN SPAIN IN CONNECTION WITH THE OFFERING AND SALE OF THE NOTES WITHOUT COMPLYING WITH ALL LEGAL AND REGULATORY REQUIREMENTS IN RELATION THERETO.

NOTICE TO RESIDENTS OF SWEDEN

THIS OFFERING CIRCULAR IS FOR THE RECIPIENT ONLY AND MAY NOT IN ANY WAY BE FORWARDED TO ANY OTHER PERSON OR TO THE PUBLIC IN SWEDEN.

NOTICE TO RESIDENTS OF TAIWAN

ANY OFFERING OR SALES ACTIVITIES IN CONNECTION WITH OFFSHORE SECURITIES IN THE TERRITORY OF TAIWAN ARE STRICTLY REGULATED. ANY OFFERING OR SALES OF THE NOTES IN THE TERRITORY OF TAIWAN OR TO TAIWANESE INVESTORS MUST BE SUBJECT TO CERTAIN RESTRICTIONS UNDER THE APPLICABLE LAWS AND RULES. EACH SUBSCRIBER OR PURCHASER OF THE NOTES MUST SEEK PROFESSIONAL OPINIONS ON ITS ELIGIBILITY IN SUBSCRIBING OR PURCHASING THE NOTES AND REPRESENTS AND WARRANTS THAT IT IS DULY QUALIFIED TO SUBSCRIBE OR PURCHASE THE NOTES UNDER THE APPLICABLE TAIWANESE LAWS AND RULES. ANY HOLDER OF THE NOTES MIGHT BE RESTRICTED FROM RESELLING THE NOTES IN TAIWAN EXCEPT AS OTHERWISE APPROVED BY THE REGULATOR IN TAIWAN OR ACCORDING TO APPLICABLE TAIWANESE LAWS OR RULES.

NOTICE TO RESIDENTS OF THAILAND

EACH OF THE INITIAL PURCHASER AND PLACEMENT AGENT HAS REPRESENTED, WARRANTED AND AGREED THAT IT HAS NOT OFFERED OR SOLD AND WILL NOT OFFER OR SELL ANY NOTES AND IT HAS NOT DISTRIBUTED AND WILL NOT DISTRIBUTE ANY OTHER DOCUMENTS OR MATERIAL IN CONNECTION WITH THE NOTES, EITHER DIRECTLY OR INDIRECTLY, IN THAILAND OR TO ANY RESIDENT OF THAILAND.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

EACH DEALER OF NOTES HAS REPRESENTED AND AGREED, AND EACH FUTURE DEALER WILL BE REQUIRED TO REPRESENT AND AGREE, THAT:

- (A) IT HAS ONLY COMMUNICATED OR CAUSED TO BE COMMUNICATED AND WILL ONLY COMMUNICATE OR CAUSE TO BE COMMUNICATED AN INVITATION OR INDUCEMENT TO ENGAGE IN INVESTMENT ACTIVITY (WITHIN THE MEANING OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT OF 2000 (THE "FSMA")) RECEIVED BY IT IN CONNECTION WITH THE ISSUE OR SALE OF ANY NOTES IN CIRCUMSTANCES IN WHICH SECTION 21(1) OF THE FSMA DOES NOT APPLY TO THE CO-ISSUERS; AND
- (B) IT HAS COMPLIED AND WILL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FSMA WITH RESPECT TO ANYTHING DONE BY IT IN RELATION TO ANY NOTES IN, FROM OR OTHERWISE INVOLVING THE UNITED KINGDOM.

NOTICE TO FLORIDA RESIDENTS

THE NOTES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 517.061 OF THE FLORIDA SECURITIES ACT AND HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. ALL FLORIDA RESIDENTS WHO ARE NOT INSTITUTIONAL INVESTORS DESCRIBED IN SECTION 517.061(7) OF THE FLORIDA SECURITIES ACT HAVE THE RIGHT TO VOID THEIR PURCHASE OF THE NOTES WITHOUT PENALTY WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION.

NOTICE TO GEORGIA RESIDENTS

THE NOTES HAVE BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE GEORGIA SECURITIES ACT OF 1973. AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

The distribution of this Offering Circular and the offering of the Notes may also be restricted by law in certain other jurisdictions. Consequently, nothing contained herein will constitute an offer to sell, or a solicitation of an offer to buy, (a) any securities other than the Notes or (b) any Notes in any jurisdiction in which it is unlawful for such Person to make such an offer or solicitation. Persons into whose possession this Offering Circular comes are required by the Co-Issuers, the Initial Purchaser and the Placement Agent to inform themselves about, and to observe, any such restrictions.

AVAILABLE INFORMATION

To permit compliance with Rule 144A under the Securities Act in connection with the resale of the Notes, the Applicable Issuers will be required to furnish, upon request of a Holder of a Note, to such Holder and a prospective purchaser designated by such Holder, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of the request either of the Co-Issuers (or with respect to the Non-Co-Issued Notes, the Issuer) are not reporting companies under Section 13 or Section 15(d) of the Exchange Act or exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act.

To the extent the Issuer, the Trustee or the Manager delivers any annual or other periodic report to the Holders of the Notes, the Issuer will include in such report a reminder that (1) each Holder of an interest in the Rule 144A Global Notes must be able to make the acknowledgements, representations and agreements described in "Purchase and Transfer Restrictions"; (2) each Holder of an interest in the Rule 144A Global Notes must be both a QIB and a QP that can make all of the representations applicable to a Holder that is a U.S. Person; (3) interests in the Rule 144A Global Notes are transferable only to QIBs that are QPs and that are able to make such acknowledgements, representations and agreements; and (4) the Co-Issuers have the right to compel any Holder who does not meet the transfer restrictions to transfer its interest in the Rule 144A Global Notes to a Person designated by the Applicable Issuers or sell such interests on behalf of the Holder on such terms as the Issuer may choose.

FORWARD-LOOKING STATEMENTS

This Offering Circular contains forward-looking statements, which can be identified by words like "anticipate", "believe", "plan", "hope", "goal", "expect", "future", "intend", "will", "could" and "should" and by similar expressions. The information referred to under "Certain Maturity and Prepayment Considerations" may also be deemed to contain forward-looking statements. Prospective investors should not place undue reliance on forward-looking statements. Actual results could differ materially from those referred to in forward-looking statements for many reasons, including the risks described in "Risk Factors" and the matters referred to under "Certain Maturity and Prepayment Considerations", which matters include assumptions referred to therein. Forward-looking statements are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying forward-looking statements will not materialize or will vary significantly from actual results. Accordingly, forward-looking statements are only an estimate. Actual results may vary from forward-looking statements, and the variations may be material.

Some important factors that could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates, market, financial or legal uncertainties, the timing of acquisitions and sales of the Eligible Collateral Debt Securities, differences in the actual allocation of the Eligible Collateral Debt Securities among asset categories from those assumed, mismatches between the timing of accrual and receipt of Interest Collections and Principal Collections from the Eligible Collateral Debt Securities, available funds caps, floors or other caps on the interest rate payable on the Eligible Collateral Debt Securities, timing mismatches on the reset of the interest rates between the Eligible Collateral Debt Securities and the Notes, the timing and frequency of defaults under the Eligible Collateral Debt Securities and differences in the actual prepayment rates with respect to the Eligible Collateral Debt Securities from those assumed, among others. Consequently, without limiting the generality of the foregoing, the inclusion of forward-looking statements herein should not be regarded as a representation by the Issuer, the Co-Issuer, the Manager, the Trustee, the Initial Purchaser or the Placement Agent or any of their respective affiliates or any other Person of the results that will actually be achieved by the Issuer or the Co-Issuer or the Notes. None of the foregoing Persons has any obligation

to update or otherwise revise any forward-looking statements, including any revisions to reflect changes in economic conditions or other circumstances arising after the date hereof or to reflect the occurrence of unanticipated events, even if the underlying assumptions do not come to fruition.

SUMMARIES OF DOCUMENTS; AVAILABILITY OF DOCUMENTS

This Offering Circular summarizes certain provisions of the Notes, the Transaction Documents and certain other transactions and documents. The summaries do not purport to be complete and (whether or not so stated herein) are subject to, are qualified in their entirety by reference to the provisions of the actual documents (including definitions of terms). Following the Closing Date, copies of the Indenture may be obtained by investors upon request in writing to the Trustee at the address specified in the Counterparty Table and copies of the Income Note Paying Agency Agreement may be obtained by investors upon request in writing to the Income Note Paying Agent at the address specified in the Counterparty Table.

All references herein to "U.S.\$", "\$" or "dollars" are to United States dollars.

SUMMARY OF TERMS

The following summary does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Offering Circular and related documents referred to herein. Defined terms used herein may be defined elsewhere in this Offering Circular. The definitions of most defined terms are located in a glossary and the page numbers for definitions of all defined terms are located in an index of defined terms, each appearing at the end of this Offering Circular.

Counterparty Table

Issuer	Class V Funding III, Ltd. Registered Number MC-181338 c/o Maples Finance Limited P.O. Box 1093 GT, Queensgate House South Church Street, George Town Grand Cayman, Cayman Islands Tel: 345-945-7099
Co-Issuer	Class V Funding III, Corp., a Delaware corporation Registration No. 4293449 c/o The Corporation Trust Company 1209 Orange Street Wilmington, Delaware 19801 Tel: 302-777-0247
Co-Issuers	The Issuer and the Co-Issuer
Manager	Credit Suisse Alternative Capital, Inc. Eleven Madison Avenue New York, New York 10010
Trustee, Indenture Registrar, Income Note Registrar, Income Note Paying Agent, Collateral Administrator, Custodian, Note Calculation Agent, Secured Note Paying Agent and Corporate Trust Office	LaSalle Bank National Association ("LaSalle") 181 West Madison Street, 32nd Floor Chicago, Illinois 60602
Initial Purchaser of the Secured Notes and Placement Agent for the Class Q Combination Notes the Income Notes	Citigroup Global Markets Inc. ("Citigroup") Attn: Fixed Income Global Structured Credit Products Group 390 Greenwich Street New York, NY 10013
Class A1 Swap Counterparty	Citigroup Global Markets Limited ("CGML") Citigroup Centre 25 Canada Square London E14 5LB United Kingdom
CDS Collateral Securities Counterparty	Citibank, N.A.
Initial CDS Asset Counterparty	Citibank, N.A. (New York or London)

Cashflow Swap Counterparty	IXIS Financial Products Inc. 9 West 57th Street New York, NY 10019
Note Paying Agents	Secured Note Paying Agent and Irish Note Paying Agent
Share Registrar, Share Trustee and Administrator	Maples Finance Limited P.O. Box 1093 GT Queensgate House, South Church Street George Town, Grand Cayman Cayman Islands
Irish Note Paying Agent	Maples Finance Dublin
Irish Listing Agent	Maples and Calder Listing Services Limited
Independent Accountant	Deloitte & Touche LLP, or any successor accounting firm selected pursuant to the Indenture, which will periodically perform certain procedures with respect to the Collateral and the compliance with the Portfolio Limitations, Coverage Tests, Portfolio Quality Tests, Payment Reports and tax reports as required by the Indenture
Notes Offered Hereby	Class S Notes, Class A2 Notes, Class A3 Notes, Class A4 Notes, Class B Notes, Class C Notes, Class Q Combination Notes and Income Notes.
Principal Balance Target	U.S.\$1,000,000,000

Principal Terms Table

The Notes will be divided into such Classes having designations, original principal amounts and other characteristics as follows:

Class Designation	8	A1	A2	A3	A4	B	C	Class Q Combination	Income Notes
Original Principal Amount	\$39,200,000	\$500,000,000 ⁽¹⁾	\$200,000,000	\$120,000,000	\$75,000,000	\$50,000,000	\$35,000,000	\$5,000,000	\$22,000,000
Maturity Date	February 28, 2015								
Stated	February 28, 2015								
Flating Rate Note	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Periodic Interest Rate	LIBOR - 0.34%	LIBOR + 0.45% ⁽²⁾	LIBOR + 0.55%	LIBOR + 0.70%	LIBOR + 1.20%	LIBOR + 3.00%	LIBOR + 5.25%	LIBOR + 1.00% ⁽⁴⁾	N/A
Frequency of Payments	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly	Quarterly
Day Count	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360	Actual/360	N/A
Initial Rating(s)									
Moody's	Aaa	Aaa	Aaa	Aaa	Aa2	A2	Baa2	Baa3 ⁽⁴⁾	N/A
S&P	A-A	AAA	AAA	AAA	A+	A	BBB	BBB ⁽⁴⁾	N/A
Ranking									
Senior Classes	None	None	S, A1	S, A1, A2	S, A1, A2, A3	S, A	S, A, B	(3)	S, A, B, C
Part Passu Classes	A1 ⁽⁶⁾	S ⁽⁶⁾	None	None	None	None	None	None	None
Junior Classes	A2, A3, A4, B, C, Income Notes	A2, A3, A4, B, C, Income Notes	A3, A4, B, C, Income Notes	A4, B, C, Income Notes	B, C, Income Notes	C, Income Notes	Income Notes	(4)	None
Components								- \$2,500,000; Class C Notes - \$2,500,000; Income Notes	
CUSIPS ⁽⁷⁾									
CUSIPS Rule 144A	18272FAA7	See Footnote 7	18272FAC3	18272FAD1	18272FAE9	18272FAF6	18272FAG4	18272KA46	18272KAC2
CUSIPS Reg S	G22823AA9	See Footnote 7	G22823AC5	G22823AD3	G22823AE1	G22823AF8	G22823AG6	G22822AA1	G22822AB9
CUSIPS Acc'd Investors	N/A	N/A	N/A	N/A	N/A	18272FAN9	18272FAP4	N/A	18272KAD0
ISIN Rule 144A	US18272FAA75	See Footnote 7	US18272FAC32	US18272FAD15	US18272FAE97	US18272FAF02	US18272FAG46	US18272KAA60	US18272KAC27
ISIN Acc'd Investors	N/A	N/A	N/A	N/A	N/A	US18272FAN96	US18272FAP45	N/A	N/A
ISIN Reg S	USG22823AA90	See Footnote 7	USG22823AC56	USG22823AD30	USG22823AE13	USG22823AF87	USG22823AG60	USG22822AA18	USG22822AB90
Common Code	028877579	See Footnote 7	028877949	028877943	028878125	028878222	028879458	028879504	028879636
Listed Note	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Deferrable Interest Note	No	No	No	No	No	Yes (until no Senior Classes are Outstanding)	Yes (until no Senior Classes are Outstanding)	(3)	N/A
OID Note	No	No	No	No	No	No	Yes	Yes	N/A
Secured Note	Yes	Yes	Yes	Yes	Yes	Yes	Yes	(5)	No
Co-Issued Notes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
Interest Coverage Required	N/A	N/A	111.0%	108.0%	105.0%	105.0%	105.0%	N/A	N/A
Principal Coverage Required	N/A ⁽⁵⁾	N/A	103.7%	100.8%	100.0%	100.0%	100.0%	N/A	N/A

Class Designation	S	A1	A2	A3	A4	B	C	Class Q Combination	Income Notes
Minimum Denominations	\$500,000	\$1	\$500,000	\$500,000	\$500,000	\$250,000	\$250,000	\$250,000	\$250,000
Integrals	\$1,000	\$1	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Form	Global	Global	Global	Global	Global	Global	Global	Physical	Physical
Rule 144A Regulation S	Global	Global	Global	Global	Global	Global	Global	Global	Global
Acc'd Investor	N/A	N/A	N/A	N/A	N/A	Physical	Physical	Physical	Physical
Maximum Benefit Plan Investors	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.0%	0.0%

¹ The Class A1 Notes will be issuable from time to time in Class A1 Note Fundings to the Class A1 Swap Counterparty or its Class A1 Designee in an aggregate amount up to the initial Class A1 Swap Notional Amount. No amount of Class A1 Notes will be issued on the Closing Date.

² The Class A1 Notes will accrue interest at the interest rate specified above on the Class A1 Note Amount.

³ The Class Q Combination Notes will be comprised of (i) a Class C Component; and (ii) an Income Note Component. For purposes of Senior Classes, Junior Classes, Deferrable Interest and Secured Note status, the Class Q Combination Notes will be characterized in the manner, and to the extent of, each of their Components. The amount of the respective Components of the Class Q Combination Notes is also included in the amount indicated opposite the caption "Original Principal Amount" on the table applicable to the Classes of Notes that comprise the Class Q Combination Notes.

⁴ The Class Q Combination Notes are rated as to the ultimate payment of their Class Q Combination Note Notional Balance and the Periodic Interest Rate applicable to the Class Q Combination Notes. In the event that the Class Q Combination Note Notional Balance is reduced to zero, holders of the Class Q Combination Notes will continue to receive payments in accordance with the Priority of Payments to the extent allocated to their related components and such payments will be classified as "excess distributions".

⁵ The Principal Balance of the Class S Notes is not taken into account when calculating the Principal Coverage Ratio.

⁶ As to the payment of interest and principal subject to the Priority of Payments.

⁷ The Co-Issuers expect to use a different CUSIP number for each separate Class A1 Note Funding; a list of such CUSIPs will be maintained by the Trustee and assigned as Class A1 Notes are issued following each Class A1 Note Funding.

Date Table

Class A1 Swap Termination Date	The earliest of (a) the Maturity Date—Stated of the Class A1 Notes, (b) the Redemption Date and (c) such earlier date, if any, on which the Class A1 Swap Notional Amount is reduced to zero in accordance with the terms of the Class A1 Swap.
Closing Date	February 28, 2007
Date of Incorporation of Issuer	January 30, 2007
Date of Incorporation of Co-Issuer	January 31, 2007
Mandatory Redemption Date—Initial	The Payment Date occurring in February 2015
Optional Redemption Date—Initial	The Payment Date occurring in February 2010
Payment Date	The 28th day of each February, May, August and November commencing on the Payment Date in May 2007 (or if any such day is not a Business Day, on the next succeeding Business Day), and ending on (and including) the Maturity Date—Stated.
Ramp-Up End Date	The earlier to occur of (i) the date 60 days following the Closing Date and (ii) the date on which the Issuer has acquired (or entered into agreements providing for the acquisition of) Eligible Collateral Debt Securities having a Principal Balance—Aggregate of at least the Principal Balance Target.

Interest Payments

Interest will accrue on the Outstanding principal amount of each Secured Note for each Periodic Interest Accrual Period at the Periodic Interest Rate for the relevant Class and will be payable in arrears on each Payment Date through the Maturity Date—Final for such Class.

To the extent Periodic Interest for any Periodic Interest Accrual Period is not paid on any Class of Deferrable Interest Notes that is not the most Senior Class Outstanding on any Payment Date, the amount of such shortfall will not be deemed due and payable under the Indenture (and the failure to pay such amount will not constitute an Event of Default), but the Periodic Interest Cumulative Shortfall Amount for such Class of Deferrable Interest Notes will be increased by the amount of such interest shortfall, which will not be payable as Periodic Interest on any subsequent Payment Date. The Periodic Interest Cumulative Shortfall Amount for each Class of Deferrable Interest Notes as of any Payment Date will be added to the principal amount of such Class of Deferrable Interest Notes and will accrue interest at the Periodic Interest Rate for such Class, and such accrued interest will be payable on any subsequent Payment Date pursuant to the Priority of Payments as interest on such Class of Deferrable Interest Notes or added to the Periodic Interest Cumulative Shortfall Amount as aforesaid.

See "Description of the Notes—Interest on Secured Notes".

**Income Note
Distributions**

Distributions on the Income Notes will be payable to the extent funds are available for such purpose in accordance with the Priority of Payments, on each Payment Date through the Maturity Date—Final, unless redeemed pursuant to a Redemption prior thereto. The Holders of the Income Notes will not be entitled to receive interest on the Income Notes at a stated rate. See "Description of the Notes—Income Notes" and "—Priority of Payments".

**Payments on Class Q
Combination Notes**

On each date on which payments, whether from Interest Collections, Principal Collections or redemption or otherwise, are made on any Class of Notes to which one of the Components of the Class Q Combination Notes relates, a portion of such payment will be allocated to such Component in the proportion that the principal amount of such Component bears to the principal of the related Class (including such Component). No other payments will be made on the Class Q Combination Notes.

Maturity Date—Stated

Each Class of Notes will mature on the date specified in the Principal Terms Table for such Class, or if such day is not a Business Day, the next succeeding Business Day (the "Maturity Date—Stated"), or, in the case of each Class of Secured Notes, such earlier date on which the Principal Balance—Aggregate of such Class (including, with respect to each Class of Deferrable Interest Notes, the Periodic Interest Cumulative Shortfall Amount with respect to such Class) is paid in full (the "Maturity Date—Final").

Redemption

The Issuer will attempt a redemption in accordance with certain procedures specified in the Indenture, (i) on any Payment Date occurring on or after the Optional Redemption Date—Initial, if the Issuer is so directed in writing by the Holders of not less than 66% of the Principal Balance—Aggregate of the Outstanding Income Notes, (ii) on any Payment Date, if a Tax Event has occurred and is continuing and the Issuer is so directed in writing by a Majority of the Outstanding Income Notes or (iii) on the Mandatory Redemption Date—Initial or any subsequent Payment Date, if the Secured Notes have not been redeemed or repaid in full on or prior to such date (any such redemption, a "Redemption"); *provided* that certain conditions are satisfied. See "Description of the Notes—Redemption".

The Income Notes will not be subject to Redemption prior to their Maturity Date—Stated but may be redeemed after all the Secured Notes have been paid in full. The availability of funds for payments or distributions to the Holders of the Income Notes in connection with any Redemption will be limited as described herein.

Priority of Payments*Application of Interest
Collections on Payment
Dates*

On each Payment Date, Interest Collections with respect to such Payment Date, to the extent of Available Funds, will be applied by the Trustee in the following order of priority (the "Priority of Payments—Interest Collections"):

(A) to the payment of taxes and filing and registration fees owed by the Co-Issuers, if any;

(B) to pay *pari passu* (i) to any CDS Asset Counterparty, any CDS Asset Interest Payments due under any CDS Asset, (ii) to any Covered Short CDS Asset Counterparty, any amounts due under any Covered Short CDS Asset other than any Subordinated Covered Short CDS Termination Payment, (iii) to the CDS Collateral Securities Counterparty, any amounts due under the CDS Collateral Agreement other than any CDS Asset/SCA Issuer Termination Payment or Subordinated CDS Asset/SCA Termination Payment, and (iv) to the Initial CDS Asset Counterparty, any accrued and unpaid Intermediation Fee;

(C) to the payment, *pro rata*, to the Trustee and the Income Note Paying Agent of accrued and unpaid fees owing to them, collectively, up to a maximum amount on any Payment Date equal to the greater of (x) U.S.\$6,250 and (y) 0.0025% of the average of the Principal Balance—Portfolio on the first day of the related Period and the Principal Balance—Portfolio on the last day of such Period;

(D) *first*, to the payment, *pro rata*, to the Trustee, the Income Note Paying Agent and the Collateral Administrator of all accrued and unpaid Administrative Expenses (other than indemnities) owing to them, and *second*, to the payment, *pro rata*, of any remaining accrued and unpaid Administrative Expenses (other than indemnities) of the Co-Issuers, and *third*, to the payment, in the following order, of any remaining accrued and unpaid Administrative Expenses consisting of indemnities of the Co-Issuers payable by them pursuant to the terms of the Transaction Documents (i) to the Trustee, the Collateral Administrator and the Income Note Paying Agent and (ii) to other Persons to which such payments are due, and *fourth*, on each Payment Date other than the Maturity Date—Final, to the Expense Reserve Account until the balance of such account reaches U.S.\$50,000; *provided* that the aggregate payments pursuant to this clause (D) on any Payment Date together with all other Administrative Expenses paid since the previous Payment Date may not exceed U.S.\$50,000;

(E) to the payment of the Management Fee then due and unpaid;

(F) to the payment to the Cashflow Swap Counterparty, any Cashflow Swap Fee Payment;

(G) to pay *pari passu* (i) to the payment of Periodic Interest on the Class A1 Notes (including Defaulted Interest thereon), (ii) to the Class A1 Swap Counterparty, any accrued and unpaid Class A1 Option Fee, and (iii) to the payment of Periodic Interest on the Class S Notes (including Defaulted Interest thereon);

(H) to pay *pari passu* (i) to the Holders of the Class A1 Notes funded in a Class A1 Note Funding to obtain funds to pay CDS Asset Interest Payments, the Class A1 Note Amount and (ii) U.S.\$1,960,000 to the repayment of principal on the Class S Notes until the Principal Balance—Aggregate of the Class S Notes is reduced to zero;

(I) to pay *pari passu* (i) to any Hedge Counterparty any Hedge Payment due to such Hedge Counterparty and (ii) to the Cashflow Swap Counterparty any Cashflow Swap Payment;

(J) *first*, to the payment of Periodic Interest on the Class A2 Notes (including Defaulted Interest thereon), *second*, to the payment of Periodic Interest on the Class A3 Notes (including Defaulted Interest thereon), and *third*, to the payment of Periodic Interest on the Class A4 Notes (including Defaulted Interest thereon);

(K) if the Principal Coverage Test or, from the second Payment Date, the Interest Coverage Test with respect to the Class A Notes is not satisfied on the Period End Date with respect to the related Payment Date *first*, to pay *pari passu* (i) to the Holders of the Class A1 Notes, the Class A1 Note Amount, and then to deposit to the Capacity Subaccount of the Reserve Account, such deposit reducing the Class A1 Swap Notional Amount until it is reduced to zero and (ii) principal of any Outstanding Class S Notes, in the case of (i) and (ii) above, to the extent necessary to cause such Coverage Test to be satisfied as of such Period End Date, and *second*, to pay principal of any Outstanding Class A Notes (other than the Class A1 Notes), in order of seniority from the most Senior Class to the most Junior Class, in each case, to the extent necessary to cause such Coverage Test to be satisfied as of such Period End Date;

(L) on each Payment Date other than the Maturity Date—Final, to the Collection Account as Interest Collections an amount equal to the Semi-Annual Interest Reserve—Aggregate;

(M) to the payment of Periodic Interest on the Class B Notes (including, if no more Senior Class of Notes is Outstanding, Defaulted Interest thereon);

(N) if the Principal Coverage Test or, from the second Payment Date, the Interest Coverage Test with respect to the Class B Notes is not satisfied on the Period End Date with respect to the related Payment Date, *first*, to pay *pari passu* (i) to the Holders of the Class A1 Notes, the Class A1 Note Amount, and then to deposit to the Capacity Subaccount of the Reserve Account, such deposit reducing the Class A1 Swap Notional Amount until it is reduced to zero and (ii) principal of any Outstanding Class S Notes, in the case of (i) and (ii) above, to the extent necessary to cause such Coverage Test to be satisfied as of such Period End Date, and *second*, to pay principal of any Outstanding Class A2 Notes, Class A3 Notes, Class A4 Notes and Class B Notes, in order of seniority from the most Senior Class to the most Junior Class, in each case, to the extent necessary to cause such Coverage Test to be satisfied as of such Period End Date;

(O) to the payment of the Periodic Interest Cumulative Shortfall Amount with respect to the Class B Notes;

(P) to the payment of Periodic Interest on the Class C Notes (including, if no more Senior Class of Notes is Outstanding, Defaulted Interest thereon);

(Q) if the Principal Coverage Test or, from the second Payment Date, the Interest Coverage Test with respect to the Class C Notes is not satisfied on the Period End Date with respect to the related Payment Date, *first*, to pay principal of any Outstanding Class C Notes to the extent necessary to cause such Coverage Test to be satisfied as of such Period End Date, *second*, to pay *pari passu* (i) to the Holders of the Class A1 Notes, the Class A1 Note Amount, and then to deposit to the Capacity Subaccount of the Reserve Account, such deposit reducing the Class A1 Swap Notional Amount until it is reduced to zero and (ii) principal of any Outstanding Class S Notes, in the case of (i) and (ii) above, to the extent necessary to cause such Coverage Test to be satisfied as of such Period End Date, and *third*, to pay principal of any Outstanding Class A2 Notes, Class A3 Notes, Class A4 Notes and Class B Notes, in order of seniority from the most Senior Class to the most Junior Class, in each case, to the extent necessary to cause such Coverage Test to be satisfied as of such Period End Date;

(R) if a Ratings Confirmation Failure has occurred, *first*, to pay *pari passu* (i) to the Holders of the Class A1 Notes, the Class A1 Note Amount, and then to deposit to the Capacity Subaccount of the Reserve Account, such deposit reducing the Class A1 Swap Notional Amount until it is reduced to zero and (ii) principal of any Outstanding Class S Notes, in the case of (i) and (ii) above, to the extent necessary to cause each Rating Agency to confirm or reinstate its respective Initial Ratings, and *second*, to pay principal of any other Outstanding Secured Notes, in order of seniority from the most Senior Class to the most Junior Class, in each case, to the extent necessary to cause each Rating Agency to confirm or reinstate its respective Initial Ratings;

(S) to the payment of the Periodic Interest Cumulative Shortfall Amount with respect to the Class C Notes;

(T) until the third anniversary of the Closing Date, at the Manager's option, to the Collection Account as Interest Collections for the next Period, up to the amount of Interest Collections received during the related Period representing accrued interest received on sale of Eligible Collateral Debt Securities to the extent not previously reinvested in Eligible Collateral Debt Securities; and

(U) any remaining amounts as follows:

(i) on and after the second Payment Date, 25% of any remaining amounts to pay, principal of the Outstanding Class C Notes;

(ii) any remaining amounts after payments pursuant to clause (i) above, to the payment of Administrative Expenses not paid pursuant to clause (D) above (in the same order or priority), to the extent not paid in full thereunder due to the limitations stated therein;

(iii) any remaining amounts after payments pursuant to clauses (i) and (ii) above, to pay *pari passu* Defaulted CDS Asset Termination Payments and termination payments and Implied Writedown Excess Payment Reimbursement Amounts and any other amounts due and payable to each CDS Asset Counterparty, CDS Collateral Securities Counterparty, Cashflow Swap Counterparty and any Hedge Counterparty in respect of any Subordinated CDS Asset/SCA Termination Payments, Cashflow Swap Payments—Defaulted or Hedge Payments—Defaulted, as the case may be; and

(iv) any remaining amounts after payments pursuant to clauses (i) and (ii) and (iii) above, to the Income Note Paying Agent, on behalf of the Issuer, for distributions on the Income Notes (including for the redemption thereof, as applicable) in accordance with the Income Note Paying Agency Agreement.

Application of Principal Collections on Payment Dates

On each Payment Date, after giving effect to the application of Interest Collections pursuant to the Priority of Payments—Interest Collections, Principal Collections with respect to such Payment Date, to the extent of Available Funds, will be applied by the Trustee in the following order of priority (the "Priority of Payments—Principal Collections" and, together with the Priority of Payments—Interest Collections, the "Priority of Payments"):

(A) to the payment of amounts referred to in clauses (A) and (B) of the Priority of Payments—Interest Collections (in the same order of priority) to the extent not paid in full thereunder;

(B) to pay *pari passu* (i) to any CDS Asset Counterparty, any CDS Asset Principal Payments and CDS Asset/SCA Issuer Termination Payments (other than any Subordinated CDS Asset/SCA Termination Payments) owing to it, (ii) to any Covered Short CDS Asset Counterparty, any termination payments due under any Covered Short CDS Assets other than any Subordinated Covered Short CDS Termination Payments, and (iii) to the CDS Collateral Securities Counterparty, any CDS Asset/SCA Issuer Termination Payments (other than any Subordinated CDS Asset/SCA Termination Payments) owing to it;

(C) to the payment of amounts referred to in clauses (C) through (G) of the Priority of Payments—Interest Collections (in the same order of priority) to the extent not paid in full thereunder;

(D) to pay, *pari passu* (i) to the Holders of any Class A1 Notes, the Class A1 Note Amount to the extent not paid previously with Interest Collections and (ii) to the payment of amounts referred to in clause (H)(ii) of the Priority of Payments—Interest Collections to the extent not paid in full thereunder;

(E) to the payment of amounts referred to in clauses (I) through (P) of the Priority of Payments—Interest Collections to the extent not paid in full thereunder;

(F) if the Principal Coverage Test or, from the second Payment Date, the Interest Coverage Test with respect to the Class C Notes is not satisfied on the Period End Date with respect to the related Payment Date, *first*, to pay *pari passu* (i) to the Holders of the Class A1 Notes, the Class A1 Note Amount, and then to deposit to the Capacity Subaccount of the Reserve Account, such deposit reducing

the Class A1 Swap Notional Amount until it is reduced to zero and (ii) principal of any Outstanding Class S Notes, in the case of (i) and (ii) above, to the extent necessary to cause such Coverage Test to be satisfied as of such Period End Date, and *second*, to pay principal of any other Outstanding Secured Notes, in order of seniority from the most Senior Class to the most Junior Class, in each case, to the extent necessary to cause such Coverage Test to be satisfied as of such Period End Date;

(G) to the payment of amounts referred to in clauses (R) through (S) of the Priority of Payments—Interest Collections (in the same order of priority) to the extent not paid in full thereunder;

(H) until the third anniversary of the Closing Date, at the Manager's option, to pay to the Collection Account, to remain available for application to the purchase of Eligible Collateral Debt Securities, an amount equal to any remaining Principal Collections;

(I) *first*, to pay *pari passu* (1) to the Holders of the Class A1 Notes, the Class A1 Note Amount, and then to deposit to the Capacity Subaccount of the Reserve Account, such deposit reducing the Class A1 Swap Notional Amount until it is reduced to zero and (ii) principal of any Outstanding Class S Notes until the Principal Balance—Aggregate of the Class S Notes is reduced to zero and *second*, to pay principal of any Outstanding Class A2 Notes, Class A3 Notes, Class A4 Notes, Class B Notes and Class C Notes in such order until such Secured Notes are redeemed in full;

(J) to the payment of the amounts referred to in clauses (U)(ii) and (U)(iii) of the Priority of Payments—Interest Collections (in the same order of priority), to the extent not paid in full thereunder; and

(K) any remaining amounts to the Income Note Paying Agent, on behalf of the Issuer, for distributions on the Income Notes (including for the redemption thereof, as applicable) in accordance with the Income Note Paying Agency Agreement.

*Application of Interest
and Principal
Collections; Compliance
with Coverage Tests*

In connection with the Priority of Payments (1) for purposes of determining if any Coverage Test is satisfied such calculation will be determined after giving effect to any payments of principal pursuant to the clause providing for prepayment and any preceding clause on the related Payment Date and (2) payment of principal not constituting the Periodic Interest Cumulative Shortfall Amount with respect to each Class of Deferrable Interest Notes will be paid before principal constituting the Periodic Interest Cumulative Shortfall Amount, if any, with respect to such Class.

Notwithstanding the Priority of Payments, no distributions may be made on any of the Income Notes on any Payment Date prior to the receipt by the Issuer of Rating Agency Confirmation in connection with the Ramp-Up End Date. On any Payment Date prior to receipt of such Rating Agency Confirmation, to the extent that the Issuer has excess funds that would otherwise have been distributed to the Holders of Income Notes pursuant to the Priority of Payments, such funds shall be retained by the Issuer and distributed to such Holders of Income Notes upon receipt of Rating Agency Confirmation.

In determining the amount of any disbursement to be made, pursuant to the Priority of Payments, the Trustee on behalf of the Issuer will ensure that no such disbursement pursuant to any such clause will be made to the extent that such disbursement would cause any Coverage Test referred to in any such previous-lettered clause not to be satisfied, if such Coverage Test were recalculated as of the related Period End Date on a pro forma basis, after giving effect to such disbursement and each other disbursement theretofore made on such Payment Date pursuant to the Priority of Payments.